

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

PHIL AND JANET LAKE,

Plaintiffs,

v.

ALLSTATE INSURANCE  
COMPANY,

Defendant.

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CASE NO.: 1:17-cv-00336

**COMPLAINT AND DEMAND FOR JURY TRIAL**

COME NOW, the Plaintiffs, Phil and Janet Lake (“Plaintiffs”), by its attorneys, The Merlin Law Group, P.A. and hereby file their Complaint against Defendant, Allstate Insurance Company (“Defendant”), and states as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. This is an action for Breach of Contract.
2. This Court has subject matter and personal jurisdiction over the parties to this cause of action.
3. A cause of action exists under Texas law for claims regarding the conduct complained of herein.
4. Diversity jurisdiction is proper in this Court because Plaintiff’s property, which was insured by the Allstate Insurance Company policy at issue in this case, is situated in this judicial district, and a substantial party of the events giving rise to Plaintiff’s claim occurred in this district. Defendant is a citizen of the State of Illinois, incorporated and domiciled in Northfield Township, Illinois.

5. Venue is proper pursuant to because it is the venue in which the cause of action for breach accrued.

**FACTS COMMON TO ALL COUNTS**

6. Defendant issued insurance policy number 829 820 387 to Plaintiffs that provided coverage for the property located at 913 Challenger, Lakeway, Texas 78734. A copy of said policy is attached hereto as “**Exhibit A.**”

- 7. The policy covers damages resulting from hail.
- 8. The policy covers damages resulting from wind.
- 9. The policy covers direct physical damage caused by hail.
- 10. The policy covers direct physical damage caused by wind.
- 11. The policy does not include a Hail Cosmetic Damage limiting endorsement.
- 12. The policy includes replacement cost coverage.
- 13. The policy includes code upgrade coverage.
- 14. The policy does not include an endorsement limiting recovery for damages caused by wind or hail.

15. On or about, April 18, 2015, Plaintiffs incurred direct physical loss due to hailstorm (“the loss”) to their property. Damages resulting from the hailstorm, whether caused by hail and/or wind are covered under the policy.

- 16. The subject location was inspected by Defendant.
- 17. The intended purpose of the roofing system has been compromised.
- 18. Plaintiffs timely reported its claim to Defendant.
- 19. Plaintiffs complied with all post-loss conditions under the policy.
- 20. Defendant denied Plaintiff’s claim.

21. Defendant's failure to pay owed insurance benefits to Plaintiff after a direct physical loss occurred is a breach of the contract of insurance.

**COUNT I: BREACH OF CONTRACT**

22. Plaintiffs reincorporate and restate allegations set forth in paragraphs 1-21 above by this reference.

23. Pursuant to the policy, Defendant has a contractual obligation to pay the full amount of the loss, including the cost to repair, restore, and/or replace the damaged property, less applicable deductibles.

24. Defendant breached the policy by failing to pay Plaintiffs benefits due and owing under the policy.

25. Defendant's breach of the policy has directly damaged Plaintiff.

WHEREFORE, the Plaintiffs, respectfully request that the Court enter judgment in favor of Plaintiffs, Phil and Janet Lake, against Defendant, Allstate Insurance Company in the amount determined by the jury. Additionally, Plaintiffs are requesting this Court award all general and compensatory damages owed under the policy, interest, fees, costs, reasonable attorneys' fees pursuant Chapter 38.001 of the Texas Civil Practice and Remedies Code, and such other relief as the Court deems appropriate under the circumstances..

**DEMAND FOR A JURY TRIAL**

Plaintiff demands trial by jury on all issues so triable.

Respectfully submitted,

**MERLIN LAW GROUP, P.A.**

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